

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Rational PR, LLC d/b/a Rational 360

2. Registration Number

6882

3. Primary Address of Registrant

1828 L Street NW, Suite 640, Washington, DC 20036

4. Name of Foreign Principal

Republic of El Salvador

5. Address of Foreign Principal

Alameda Manuel Enrique Araujo 5500
San Salvador, El Salvador
EL SALVADOR

6. Country/Region Represented

EL SALVADOR

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Casa Presidencial de El Salvador

b) Name and title of official with whom registrant engages

(1) Victor Santamaria, (2) Pedro Dumas, (1) PR Dir., (2) Dir. State Intelligence Agency

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/25/2020Patrick Dorton/s/Patrick Dorton

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/24/2020

Patrick Dorton



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Rational PR, LLC d/b/a Rational 360

2. Registration Number

6882

3. Name of Foreign Principal

Republic of El Salvador

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/23/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will serve as the communications manager for the Republic of El Salvador in providing public relations and communications support, consultation, and technical support. Registrant will work with the Republic of El Salvador to develop communications strategies including drafting press statements, contacting and communicating with media, drafting social media statements, writing talking points, organizing events.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to item 9.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
10/14/2020	Republic of El Salvador	Consulting Fee	\$ 65,000.00

\$ 65,000.00

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/25/2020Patrick Dorton/s/Patrick Dorton

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/24/2020

Patrick Dorton





1828 L ST, NW Suite 640
Washington DC 20036
(202) 470-5331

INTERNATIONAL PR FIRM AGREEMENT

THIS INTERNATIONAL CONSULTING AGREEMENT is made and entered into as of this 22nd day of October 2020 by and between the Casa Presidencial de El Salvador ("CLIENT") and Rational PR, LLC, a Delaware Limited Liability Company ("Consultant").

WHEREAS, Consultant is in the business of providing for CLIENT communications consultation and technical support services relating to Public Relations; and

WHEREAS, CLIENT desires to engage Consultant, a Public Relations Firm, for services relating to the above mentioned and other areas of expertise;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, CLIENT and Consultant agree as follows:

1. Consultant's Engagement

- (a) CLIENT hereby engages Consultant and Consultant agrees to be so engaged on the terms and conditions set forth in this Agreement to perform certain services. Consultant's services shall consist generally of Corporate Communications counsel and management for CLIENT (the "Services").
- (b) Consultant shall undertake and provide the Services with standards acceptable to CLIENT. In carrying out the Services, Consultant shall maintain liaison with such CLIENT employees and outside counsel and consultants as CLIENT may designate.
- (c) Consultant will serve as the communications manager for the CLIENT in providing public relations and communications support, client consultation, and technical support. We will work with the CLIENT to develop communications strategies.

2. Power to Act on Behalf of CLIENT

Consultant shall not have any right, power or authority to create any obligation, express or implied, or make representation on behalf of CLIENT except as Consultant may be expressly authorized in advance from time to time by CLIENT and then only to the extent of such authorization.

3. Fees

- (a) Retainer Payment. Upon execution of the Agreement (or whatever the defined term is for the contract), CLIENT shall pay Consultant a retainer payment in U.S. Dollars of \$130,000 via wire transfer of immediately available funds to Consultant's designated wire transfer account representing payment for the first two months of work (the "Retainer Payment"). For each additional month of this contract, CLIENT shall pay Consultant a retainer in U.S. Dollars of \$65,000 per month via wire transfer on the first day of such period for the term of this contract. The information required for such transfer will be provided by Consultant on the invoice submitted to CLIENT.
- (b) CLIENT may authorize additional payments to Consultant for optional services at the request of the CLIENT that exceed the retainer.
 - Digital Campaign services not to exceed \$50,000 (U.S. Dollars)
 - Additional Consultants for services not to exceed \$50,000 (U.S. Dollars)
- (c) Payment on invoices shall be made upon receipt of invoice by CLIENT.

4. Expenses

- (a) CLIENT shall reimburse Consultant for all reasonable and customary out-of-pocket expenses incurred by Consultant in connection with performance of this Agreement.

5. Consultant's Covenants

Consultant covenants to CLIENT as follows:

- (a) Consultant and its employees will comply at all times with The Foreign Agents Registration Act (FARA).
- (b) Consultant and its employees will comply with all applicable CLIENT policies and standards;
- (c) Consultant and its employees will comply at all times with all security provisions in effect from time to time at CLIENT's premises or any CLIENT client's premises, with respect to access to premises, and all materials belonging to CLIENT or its clients;

6. Confidentiality

During the course of performing the Services for CLIENT, Consultant may have access to information that (i) relates to CLIENT's past, present, or future research, development, or business activities and any proprietary products, materials, services, or technical knowledge, and (ii) is regarded as confidential by CLIENT ("Confidential Information"). In connection therewith, the following subsections shall apply:

- (a) The Confidential Information may be used by Consultant only to assist Consultant in connection with its providing of the Services;
- (b) Consultant will protect the confidentiality of the Confidential Information in the same manner that Consultant protects its own confidential information of like kind. Access to the

Confidential Information shall be restricted to Consultant and CLIENT's personnel engaged in a use permitted hereby, and Consultant shall not disclose Confidential Information to any third party;

- (c) The Confidential Information may not be copied or reproduced without CLIENT 's prior written consent;
- (d) Unless otherwise expressly authorized by CLIENT, all Confidential Information made available to Consultant, including copies thereof, shall be returned to CLIENT upon the first to occur of (i) termination of this Agreement or (ii) request by CLIENT.

Notwithstanding any provision herein to the contrary, the Consultant or its personnel may disclose such Confidential Information as it is required to disclose to a court, governmental or regulatory agency, or as otherwise required by law; provided that the Consultant will promptly notify CLIENT in writing prior to making any such disclosure in order to facilitate CLIENT seeking a protective order or other appropriate remedy from the appropriate body. The Consultant agrees to cooperate with CLIENT in seeking such order or other remedy. The Consultant further agrees that if CLIENT is not successful in precluding such disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information. Any actions taken with this section shall be taken at CLIENT's sole cost and expense.

7. Term

This Agreement shall be effective as of October 16, 2020, and shall terminate on April 15, 2021, unless the term hereof is extended pursuant to express written agreement of the parties. CLIENT or the Consultant each have the option at any time of terminating this contract with thirty (30) day notice. The termination of this Agreement shall not release either party from any obligation or liability to the other party, including any compensation earned by Consultant through the date of such termination.

8. Waiver

Failure of either party to enforce any of the provisions of this Agreement, of any rights with respect thereto, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of either party to enforce any of said provisions, rights or elections shall not prejudice such party from later enforcing or exercising the same or any other provisions, right or elections which it may have under this Agreement.

9. No Assignment; Successors and Assigns; No Third-Party Beneficiaries

Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. This Agreement inures to the benefit of the parties and each party's respective successors and permitted assigns. The parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their successors and permitted assigns.

10. Notices

Any payment, notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective when delivered personally to the party for whom intended, or five (5) days following deposit of the same into the United States mail (certified or registered mail, return receipt requested, or first class mail postage prepaid), addressed so such party as set forth below or as either party may designate by written notice given to the other party in accordance herewith.

If to Consultant:

Rational PR, LLC
Attn: Patrick Dorton
Managing Partner
1828 L Street, NW, Suite 640
Washington, DC 20036

If to Client:

Casa Presidencial de El Salvador
Alameda Manuel Enrique Araujo 5500
San Salvador, El Salvador
Email: _____

11. Severability

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

12. Governing Law; Forum Selection

This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the District of Columbia, without regard to applicable principles of conflicts of law or choice of law. To the extent CLIENT is a non-US government or non-US governmental entity, CLIENT waives any claim to sovereign immunity. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the courts located in the District of Columbia, in connection with any matter based upon or arising out of this Agreement.

13. Force Majeure

Neither party shall be liable for any unforeseeable delays or failures in performance due to circumstances beyond its control.

14. Limitation of Liability

In no event shall Consultant or any of its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of: (a) whether such damages were foreseeable, (b) whether or not it was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Further, in no event shall Consultant's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including

negligence) or otherwise, exceed the total of the amount paid to Consultant pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim. Notwithstanding anything to the contrary in this Section 13, the limitation of liability shall not apply to (a) liability resulting from Consultant's gross negligence or willful misconduct and (b) death or bodily injury resulting from Consultant's acts or omissions. This Section 14 shall survive indefinitely the expiration or termination of this Agreement.

15. Indemnification

CLIENT shall indemnify, defend and hold harmless, Consultant and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Parties (collectively, "Losses"), arising out of or related to any third-party claim alleging: (a) breach of this Agreement by CLIENT or its personnel; (b) any negligent or more culpable act or omission of CLIENT or its personnel in connection with the performance of CLIENT's obligations under this Agreement; or (c) any failure by CLIENT or its personnel to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. This Section 15 shall survive indefinitely the expiration or termination of this Agreement.

16. Complete Agreement

This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof, and supersedes any other agreements or understandings, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Consultant acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This agreement may be amended only by a writing duly signed by both of the parties. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof.

17. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same original. Electronic or PDF signatures shall be deemed originals.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

RATIONAL PR, LLC

By: _____

Name:

Title:

Date: _____

By: _____

Name: Patrick Dorton

Title: Partner

Date:

Received by NSD/FARA Registration Unit 10/25/2020 4:55:00 PM
No other agreements, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Consultant acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This agreement may be amended only by a writing duly signed by both of the parties. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof.

17. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same original. Electronic or PDF signatures shall be deemed originals.


[Signature Page to Follow]

PR Director

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

RATIONAL PR, LLC

By: Patrick M. Dorton

By: 

Name: Patrick M. Dorton

Name:

Patrick Dorton

Title: CEO and Managing Partner

Title:

Partner

Víctor

Date: 10/23/2020

Date:

Santamaria